

1 IRENE K. YESOWITCH State Bar #111575
 2 CHIP COX State Bar #159681
 3 LONG & LEVIT LLP
 4 465 California Street, Suite 500
 5 San Francisco, CA 94104
 6 TEL: (415) 397-2222 FAX: (415) 397-6392
 7 iyesowitch@longlevit.com
 8 ChipC@longlevit.com

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 10 Attorneys for Defendant
 11 MARKEL AMERICAN INSURANCE COMPANY

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 14 UNITED STATES DISTRICT COURT
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 16 NORTHERN DISTRICT OF CALIFORNIA

17 LENS CRAFTERS, INC.; and EYEXAM OF
 18 CALIFORNIA, INC.,

19 Plaintiffs,

20 vs.

21 LIBERTY MUTUAL FIRE INSURANCE
 22 COMPANY; EXECUTIVE RISK
 23 SPECIALTY INSURANCE COMPANY;
 24 UNITED STATES FIRE INSURANCE
 25 COMPANY; MARKEL AMERICAN
 26 INSURANCE COMPANY; and
 27 WESTCHESTER FIRE INSURANCE
 COMPANY,

28 Defendants.

CASE No. CV-07-2853 SBA

**STIPULATION TO DISMISS,
 WITHOUT PREJUDICE, CROSS-
 COMPLAINT OF MARKEL
 AMERICAN INSURANCE COMPANY
 AGAINST CROSS-DEFENDANT
 WESTCHESTER FIRE INSURANCE
 COMPANY**

21 Cross-complainant Markel American Insurance Company (“Markel”) and cross-
 22 defendant Westchester Fire Insurance Company (“Westchester”) stipulate and agree as follows:

23 WHEREAS, Markel filed a cross-complaint in this action on July 27, 2007 against
 24 Westchester and several other cross-defendants;

25 WHEREAS, Westchester and the various other cross-defendants answered and denied
 26 the allegations in Markel’s cross-complaint;

27 WHEREAS, a conditional settlement has reportedly been reached by and between
 28 Westchester and LensCrafters, Inc. and Eyexam of California, Inc., (collectively “LensCrafters”)

1 as respects both this case and the underlying class action lawsuit, *Snow v. LensCrafters, Inc., et*
 2 *al.*, San Francisco Superior Court Case No. CGC-02-40554 ("Snow") out of which the instant
 3 action arises;

4 WHEREAS, to facilitate Westchester's settlement agreement with LensCrafters, Markel
 5 and Westchester mutually agreed to release any claims against the other arising out of *Snow* or
 6 this action;

7 WHEREAS, Westchester dismissed its Counter-claim and Cross-claim against all parties
 8 in this action, without prejudice, in a Stipulation filed on February 25, 2008;

9 NOW THEREFORE, Markel and Westchester do hereby stipulate that Markel may
 10 hereby dismiss its Cross-Complaint against Westchester, without prejudice.

11 Dated: April 4, 2008

LONG & LEVIT LLP

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13 By /s/
 14 CHIP COX
 15 Attorneys for Defendant,
 16 MARKEL AMERICAN
 17 INSURANCE COMPANY

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19 DATED: April 4, 2008

20 HARRIS, GREEN & DENNISON
 21 A Professional Corporation

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24 By /s/
 25 ROBERT D. DENNISON, ESQ.
 26 GARY L. GREEN, ESQ.
 27 Attorneys for Cross-Defendant,
 28 WESTCHESTER FIRE
 INSURANCE COMPANY

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ORDER

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31 Good cause appearing, IT IS HEREBY ORDERED that Markel American
 32 Insurance Company's Cross-Complaint against Westchester Fire Insurance Company is hereby
 33 dismissed without prejudice.

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35 DATED: _____

36 UNITED STATES DISTRICT JUDGE